

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Double Bench of Mr. Naveen Verma, Chairman**

**& Mrs. Nupur Banerjee, Member**

**Case No. CC/36/2021**

Neha Jha.....Complainant

Vs

M/s Agrani Homes Pvt Ltd.....Respondent

**Project: IOB Nagar Block N**

**ORDER**

**1-07-2022**

The matter was heard on 22.02.2022 and listed for orders on 07.04.2022. However the order could not be passed and subsequently the matter was again listed before the Double Bench on 23-06-2022 and put up for order on this day.

The case of the complainant is that she booked a flat for a total consideration of Rs.18,00,000/- against which she paid Rs.16,00,000/- and a service tax of Rs. 53,748/- between May 2014 to August 2017. In her online application addressed to the Authority, the complainant has alleged that even after lapse of so many years, there has been no progress in the construction work. It has further been alleged that the respondent company expressed their inability to handover the possession and informed that they had failed to take necessary permission from various authorities to start the development of project. Thereafter, the complainant requested the respondent company to refund the amount to the complainant but no action has been taken by the respondent company till date. In her online application addressed to the Authority, the complainant has prayed for immediate re-allocation

to ready to move in flat in Patna else refund of the deposited amount with 18% compound interest.

The complainant has placed on record a copy of the memorandum of understanding dated 26.05.2017 signed between the parties.

Perused the record. It is observed that although the online complaint is addressed to the Authority, the complainant has filed Form N along with a typed complaint addressed to the Adjudicating officer. In her complaint addressed to the Adjudicating officer, the complainant has prayed for refund of the deposited amount of Rs 16 lakhs with 12% from May 2015 till date of payment along with Rs 5 lakhs for deficiency in services, Rs 5lakhs for mental agony and harassment, Rs 1 lakh towards litigation expenses.

A reply has been filed by the respondent stating that an offer has been made to the complainant to either shift to a plot situated at Permanandpur, Sonapur by way of settlement or to continue with the present booking till completion of the project within 36 months.

During the course of hearing, the complainant has submitted that she is not interested in the offer of the respondent company and had reiterated her request for refund of the amount.

The Authority takes note of the online application addressed to it and the submissions made during hearing for refund of the deposited amount. It observes that the Hon'ble Supreme Court in a recent judgement has settled that matters regarding refund of principal and interest would be decided by the Authority and claims regarding compensation would be dealt by the Adjudicating Officer. The complainant is at liberty to press her other claims , which are in the nature of compensation, before the Adjudicating Officer.

Therefore, after considering the documents filed and submission made by both the parties, the Bench directs the respondent company and its Directors to refund the principal amount of Rs 16.00 lakhs along with interest at the rate of marginal cost of fund based lending rate (MCLR) of State Bank of India as applicable for three years plus three percent from the date of taking the booking till the date of refund within sixty days of issue of this order.

With these directions and observations, the matter is disposed of.

Sd/-

**Nupur Banerjee**  
**(Member)**

Sd/-

**Naveen Verma**  
**(Chairman)**